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UNITED STATES DISTRICT COURT
DISTRICT OF OREGON
PORTLAND DIVISION

JEFFREY R. PETERSON,

Plaintiff,

Case No. CV 10-586-HU

v.

ACUMED LLC, a Delaware Corporation,

Defendant.

DEFENDANT'S PROPOSED
JURY VERDICT FORM

Defendant respectfully submits the attached proposed jury verdict form for use at trial.

Dated: July 11, 2011

BUCHANAN ANGELI ALTSCHUL &
SULLIVAN LLP

/s/ Courtney Angeli

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**UNITED STATES DISTRICT COURT
DISTRICT OF OREGON
PORTLAND DIVISION**

JEFFREY R. PETERSON,

Plaintiff,

Case No. CV 10-586-HU

v.

ACUMED LLC, a Delaware Corporation,

JURY VERDICT FORM

Defendant.

We the jury, having been first duly empaneled and sworn to well and truly try this case, do find our verdict as follows:

A. Peterson's Claims for Breach of Contract and Unpaid Wages:

1. Did Peterson prove by a preponderance of the evidence that on January 12, 2010, Peterson and Acumed entered into a contract to pay Peterson six months of severance pay and six months of COBRA premiums in exchange for Peterson's resignation?

Yes _____

No _____

[If your answer to No. A.1 is "Yes," proceed to No. A.2. If your answer to No. A.1 is "No," proceed to No. A.3.]

2. Did Acumed prove by a preponderance of the evidence that Peterson and Acumed mutually rescinded the contract entered into on January 12, 2010?

Yes _____

No _____

[If your answer to No. A.2 is "Yes," proceed to No. A.3. If your answer to No. A.2 is "No," proceed to No. A.4.]

3. Did Peterson prove by a preponderance of the evidence that on January 14, 2010, Peterson and Acumed entered into a contract to pay Peterson six months of severance pay and six months of COBRA premiums in exchange for his resignation and working for Acumed through March 5, 2010?

Yes _____

No _____

[If your answer to No. A.3 is “Yes,” proceed to No. A.4. If your answer to No. A.3 is “No,” proceed to No. B.1.]

4. Did Peterson prove by a preponderance of the evidence that Acumed breached the contract reached on January 12 or January 14, 2010?

Yes _____

No _____

[If your answer to No. A.4 is “Yes,” proceed to No. C.1. If your answer to No. A.4 is “No,” answer no further questions and have the presiding juror sign and date this form.]

B. Peterson’s Promissory Estoppel Claim:

1. Did Peterson prove that Acumed made a promise to pay Peterson six months of severance pay and six months of COBRA premiums, that Acumed could reasonably foresee would cause Peterson to rely on the promise, and that Peterson actually relied on the promise?

Yes _____

No _____

[If your answer to No. B.1 is “Yes,” proceed to No. C.1. If your answer to No. B.1 is “No,” answer no further questions and have the presiding juror sign and date this form.]

C. Acumed’s Defenses:

1. Did Acumed prove by a preponderance of the evidence that it would not have offered Peterson a severance package if it had known of Peterson’s misconduct?

Yes _____

No _____

[Proceed to No. C.2.]

2. Did Acumed prove by a preponderance of the evidence that Peterson anticipatorily breached or repudiated any contract between them?

Yes _____

No _____

[If your answer to either No. C.1 or No. C.2 is “Yes,” answer no further questions and have the presiding juror sign and date this form. If your answer to both No. C.1 and No. C.2 is “No,” (1) proceed to No. D.1.]

D. Damages on Peterson’s Claims for Breach of Contract and Unpaid Wages:

1. Did Peterson prove by a preponderance of the evidence that he was damaged by Acumed’s breach of contract?

Yes _____

No _____

[If your answer to No. D.1 is "Yes," proceed to No. D.2. If your answer to No. D.1 is "No," answer no further questions and have the presiding juror sign and date this form.]

2. What is the amount, if any, of Peterson's damages as a result of Acumed's breach of contract?

\$ _____

[If your answer to D.2 is more than \$0.00, proceed to No. D.3. If your answer to D.2 is \$0.00, answer no further questions and have the presiding juror sign and date this form.]

3. Did Acumed prove by a preponderance of the evidence that Peterson failed to exercise reasonable care to avoid increasing any damages he incurred?

Yes _____

No _____

[If your answer to No. D.3 is "Yes," proceed to No. D.4. If your answer to No. D.3 is "No," proceed to No. D.5.]

4. What is the amount, if any, that Peterson's damages increased as a result of Peterson's failure to exercise reasonable care?

\$ _____

[Proceed to No. D.5.]

5. Did Peterson prove by a preponderance of the evidence that the six months of severance pay and six months of COBRA premiums constituted unpaid wages that Peterson had earned as of the time of the termination of his employment?

Yes _____

No _____

[Proceed to No. D.6.]

6. Did Peterson prove by a preponderance of the evidence that Acumed willfully failed to pay Peterson wages earned but unpaid as of the time of the termination of his employment?

Yes _____

No _____

[Answer no further questions and have the presiding juror sign and date this form.]

E. Damages on Peterson's Promissory Estoppel Claim:

1. Did Peterson prove by a preponderance of the evidence that that his reliance on

Acumed's promise to pay him six months of severance pay and six months of COBRA premiums caused him substantial damage?

Yes _____

No _____

[If your answer to No. E.1 is "Yes," proceed to No. E.2. If your answer to No. E.1 is "No," answer no further questions and have the presiding juror sign and date this form.]

2. What is the amount, if any, of Peterson's damages as a result of his reliance on Acumed's promise?

\$ _____

[Have the presiding juror sign and date this form.]

Dated _____

Presiding Juror _____

CERTIFICATE OF SERVICE

I hereby certify that on the 11th day of July, 2011, I electronically transmitted the foregoing document to the Clerk of Court using the ECF System for filing and transmittal of a Notice of Electronic Filing to the following ECF registrants:

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